



Pet Policy

Revised: October 2024

Review Date: October 2027

Approved by:

Chief Executive

Responsibility:

Housing Services Manager and Chief Executive

POLICY STATEMENT

We are mindful and understanding of the fact that pets are an important part of people's lives and owners become attached to their pets. However, irresponsible ownership can also cause nuisance to others living nearby and so it is necessary to have some rules to ensure that neighbours are not adversely affected.

This policy is intended to outline the conditions under which tenants may keep animals in accommodation managed by us. It is not exhaustive, and we may allow some relaxation of the policy in exceptional circumstances.

It does not limit or impair the rights of people with disabilities, or the legal provisions to regulate animals that assist people with disabilities.

Violations of this policy shall be considered a breach of tenancy, and we may take further action in respect of your tenancy.

Any animal found in one of our properties, outdoors, or in a communal area without a proper restraint shall be reported to the applicable authority for its removal.

POLICY OUTLINE

Pet – domesticated animal of a species that is commonly kept as a household pet in the community. A cat, dog, canary, rabbit, goldfish is an example of domesticated animal that is commonly kept as a household pet.

A monkey, snake, spider, rat, livestock are examples of animals that are not commonly kept as household pets in the community.

Assistive animal – an animal which provides assistance, service or support to a person with disabilities, and which is needed as a reasonable accommodation to such individual with disabilities (for example, a dog guiding an individual with impaired vision or alerting an individual with impaired hearing). Guide dogs and hearing dogs are always allowed.

Our Tenancy Agreement clearly states that tenant have:

- (8a) To get written permission from us before allowing a dog or cat or any other animal to stay at your Home. A dog or a cat will not be allowed in blocks of flats with shared communal entrances and/or shared gardens unless it is a “guide dog” for the blind or a “hearing dog” for the deaf.
- (8b) To keep any animals staying in your Home under control at all times. We will not unreasonably refuse permission for you to have an animal staying in your Home but we may withdraw permission of the animal causes a nuisance to other people in the locality or causes damage, in which case you must remove the animal permanently from your Home.

Tenants must not keep any other animal which may be dangerous such as a poisonous snake or poisonous spider.

You must not breed any animal kept in our property or offer any animal for sale from the property under any circumstances.

LEGISLATION AND REFERENCE DOCUMENTS

- **Animal Welfare Act 2006** – pet owners must make sure any pets they care for have a secure and suitable environment with room for exercise; a suitable diet and fresh water; is protected from pain and suffering.
- **Dangerous Dogs Act 2003** - Dogs prohibited by law cannot be kept. This is to protect the health & safety of tenants and employees. There are 4 breeds of dangerous dog which are illegal, Pit Bull terriers; Japanese Tosas; Dogos Argentinos and Filas Brasileiros. American XL Bullies can only be kept with a valid certificate of exemption and must be muzzled in public. Cross breeds of these dogs are also illegal.
- **Dangerous Wild Animals Act 1976** – it is an offence to keep a dangerous wild animal without a licence granted by a local authority.
- **Anti-Social Behaviour, Crime and Policing Act 2014** – pet owners have a legal duty to clean up every time their dog fouls in a public place. Aide form the law it is a health hazard and unpleasant for others.

- **The Microchipping of Cats and Dogs (England) Regulations 2023** – as of June 2024 all dogs and cats must be microchipped.

PERMISSIONS

As we own properties of varying sizes, we will refer to the Pet Advisory Committee (PAC) guidelines on the size and number of pets allowed in a property. Tenants who do not have direct access to a garden / outdoor space should consider whether they can meet the animals' requirements.

Cats and dogs are not generally allowed in flats that do not open straight out into an outdoor space. However, consideration will be given where evidence is provided that the pet is for assistive purposes.

Where permission is granted, pet owners must sign a Pet Owner Agreement. If the rules of the Agreement are broken, it will be considered a breach of tenancy and appropriate action will be taken.

PET OWNERSHIP RULES

Animal Welfare

Tenants are responsible for the health and welfare of their pets. This requires correct day-to-day management and care of their pet. If tenants have any questions about the care of their pet, they should contact a vet, or an organisation listed in Appendix 1. Routine healthcare includes regular control of parasites (fleas/ worms), vaccinations, chipping and neutering where appropriate.

Animal Control

The control of your pets and any pets visiting your property is the tenants' responsibility. If cats are allowed free access outside, then tenants must take steps to ensure that they do not cause a nuisance to your neighbours. Dogs must always be kept under control and on a lead in communal and public areas. They must never be allowed outside of the property unsupervised – this includes communal stairwells and landings. Dog faeces must **always** be removed **immediately** and disposed of correctly.

PET MANAGEMENT

Dog fouling – dog faeces must always be removed immediately. Faeces should be placed in a bag, tied securely and placed in the large waste bins on site. They must not be placed in recycling bins.

Cat fouling – owners should ensure cats have proper facilities such as regularly cleaned litter trays. If cats foul in communal / public areas, this must be cleaned up immediately.

Noise – advice on how to avoid common noise disturbances is available from animal welfare organisations. (see Appendix 1)

Roaming / straying animals - pet owners must ensure dogs are kept on leads on site and not allowed to wander around the site or communal areas.

Abandonment / Neglect – under animal welfare legislation, it is an offence to abandon any animal either temporary or permanently or to cause unnecessary suffering. In extreme circumstances, and after all other avenues have been explored, the RSPCA will be contacted.

Damage to property – tenants are liable for any damage their animals cause to properties and communal areas.

The tenant shall be responsible for ensuring that the rights of other tenants peace and quiet enjoyment, health, and/or safety are not infringed upon or diminished by his/her pet's noise, odours, wastes, or other nuisance.

Tenants shall not alter their property to create an enclosure for a pet.

DEALING WITH COMPLAINTS

Complaints regarding pet nuisance will be dealt with under our Anti-Social Behaviour Policy.

What constitutes nuisance behaviour by a pet?

- Roaming and unattended animals
- Pets fouling in communal areas and not being cleared up immediately
- Excessive noise
- Over-population of animals
- Aggressive animals
- Unpleasant odours from pets.

This is not an exhaustive list, so it is always advised to speak to a member of staff regarding any issues.

If a tenant feels able to, then approach the pet owner and see if the matter can be sorted out informally. Suggested approaches:

- Take early action – do not wait until the situation is unbearable
- Try not to jump to conclusions – listen to the person's response and don't make any unfounded allegations
- Try to remain calm – do not shout or make abusive remarks
- If you feel threatened or at risk – walk away.

If the complainant does not feel confident about approaching the owner, then contact the housing office.

Refusal of offer of accommodation due to Pet Policy

An applicant who rejects an offer of housing because of a refusal to comply with the Pet Policy will not be allowed to apply for a “reasonable excuse” exception and will be removed from the waiting list for 12 months.

All applicants are subject to the Pet Policy and may not move in with a pet that is not in compliance with this Policy.

Monitoring, Review and Performance Information

We will review this policy in line with legislation and may be subject to change where new legislation is introduced.

Regular monitoring will take place by the Chief Executive to ensure that we are complying with our own policy and procedure.

Appendix 1

Directory of useful contacts

RSPCA

Birmingham Animal Centre and Hospital
Newbrook Farm
Frankley Green Lane
Frankly
B32 4AX

Tel: 0300 123 8585

www.rspca.org.uk – for help and advice

www.rspca.org.uk/reportaconcern - to report animal cruelty

Cats Protection North Birmingham Branch

PO Box 13562
Birmingham
B23 3DS

Tel: 0345 260 1503

www.northbirmingham.cats.org.uk

Email: info@northbirmingham.cats.org.uk

People's Dispensary for Sick Animals (PDSA)

Birmingham (Aston) Veterinary Centre
Dulverton Road
Witton
B6 7EQ

Tel: 0121 328 1716

(People using the PDSA must be in receipt of either Housing Benefit or Council Tax benefit)

Dogs Trust

(For advice & information)

www.dogstrust.org.uk



PET OWNERSHIP AGREEMENT

This is an agreement between St Peter's (Saltley) Housing Association and

Name		
Address		
Contact Details	Phone	
	Email	

Type of pet and size	
Breed	
Colour	
Name of pet	

The tenant agrees the following in regard to pet ownership

I WILL

- Ensure that animals are kept in a suitable environment and receive the correct medical attention when required.
- Ensure that my pet is exercised, vaccinated, washed and regularly treated for worms and fleas.
- Ensure that pets are microchipped as required by law
- Ensure that pets wear a collar and tag with the tenants' name and address inscribed.
- Keep dogs under control and on a lead in public areas
- Take responsibility for mine and visitors animals visiting the property.
- Supervise my pet at all times and ensure they do not cause excessive noise nuisance for neighbouring properties.
- Place my pet in a secure location if requested by staff and contractors visiting the property.
- Accept liability for any costs incurred by St Peter's if my pet causes any damage to property or infestation.

I WILL NOT

- Allow my property to become unhygienic.
- Allow my pet to foul in any public or communal areas. If this occurs, I will clean up after my pet immediately
- Use my pet nor allow others to use them, to cause distress, alarm, annoyance or nuisance to anyone at my address or neighbourhood.
- Allow my pet to cause damage or nuisance within my property or neighbourhood.
- Leave my pet alone in the property for long periods of time without supervision.
- Neglect my pet as to cause harm or distress.

I have read and understand and agree to the conditions set out in this agreement.

1. I understand that if I fail to comply with the conditions in this agreement, that St Peter's may withdraw permission for me to have the pet and I will to re-home them elsewhere at my own expense.
2. I understand that failure to re-home my pet could result in St Peter's taking legal action against me and that I will be liable for all legal costs incurred and may not be given permission for another pet.
3. I take full liability for my pet, any damage it causes to persons or property.

Your Signature	
Print name	
Dated	

Signed by St Peters (Saltley) Housing Assoc.	
Print name	
Dated	